

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION**

In re:

WELLPATH HOLDINGS, INC., *et al.*,¹

Debtors.

Chapter 11

Case No. 24-90533 (ARP)

(Jointly Administered)

**STIPULATION AND AGREED ORDER
GRANTING RELIEF FROM AUTOMATIC STAY**

The above-captioned debtors and debtors-in-possession (collectively, the “Debtors”) and Joseph Cox (“Cox”), and together with the Debtors, the “Parties”) hereby enter into this stipulation and agreed order (this “Stipulation and Agreed Order”) as follows:

WHEREAS, on December 15, 2021, Cox was involved in a motor vehicle collision (the “Incident”) with a vehicle driven by an agent or employee of one of the Debtors;

WHEREAS, Cox brought suit against Wellpath, LLC and other defendants (together with the Wellpath, LLC, collectively, the “Defendants”) in the State Court of Mitchell County, Georgia, Civil Action File No. 22SC012 (the “Lawsuit”);

WHEREAS, in the Lawsuit, Cox asserts certain claims and causes of action and damages against the Defendants related to the Incident;

WHEREAS, the Defendants dispute any and all liability with regard to any of the damages alleged to have been suffered by Cox on account of the Incident;

¹ A complete list of the Debtors (as defined below) in these chapter 11 cases may be obtained on the website of the Debtors’ claims and noticing agent at <https://dm.epiq11.com/Wellpath>. The Debtors’ service address for these chapter 11 cases is 3340 Perimeter Hill Drive, Nashville, Tennessee 37211.

WHEREAS, on October 31, 2024, Cox entered into and executed that certain *Confidential Settlement Agreement and Final Release* whereby Cox, for and in consideration of the contemplated payment to Cox by Debtor's insurer, Zurich American Insurance Company ("Zurich"), pursuant to that certain automobile liability policy in effect from October 1, 2021 to October 1, 2022 (the "Automobile Policy"), of the sum of One Million Dollars (\$1,000,000) (the "Settlement Amount"), did fully release and discharge Wellpath, LLC and Zurich, together with Heather Lawrenz, Corvel Corporation and GEICO Insurance Company, from any and all claims and liability of any kind arising from the Incident;

WHEREAS, on November 11, 2024 (the "Petition Date"), the Debtors filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of Texas (the "Court");

WHEREAS, on November 12, 2024, the Debtors filed the *Debtors' Emergency Motion for Entry of Interim and Final Orders to Enforce the Automatic Stay or in the Alternative Extend the Automatic Stay to Non-Debtor Defendants* [Docket No. 17] (the "Stay Extension Motion") seeking extension of the automatic stay imposed by section 362(a) of the Bankruptcy Code to Non-Debtor Defendants (as defined in the Stay Extension Motion), and the Court entered the *Amended Interim Order Enforcing the Automatic Stay* [Docket No. 69] (the "Stay Extension Order") staying all Lawsuits (as defined in the Stay Extension Motion) in their entirety, including claims against the Non-Debtor Defendants, on an interim basis; and

WHEREAS, on the Petition Date, Zurich had not yet tendered the Settlement Amount to Cox, but now desires and intends to do so:

NOW, THEREFORE, IT IS STIPULATED AND AGREED:

1. The Parties agree that the automatic stay imposed by section 362(a) of the Bankruptcy Code and as extended to Non-Debtor Defendants is modified and lifted solely as necessary to allow Cox to immediately request, and for Zurich to immediately tender, the full Settlement Amount to counsel for Cox.

2. The entry of this Stipulation and Agreed Order coupled with the subsequent receipt of the full Settlement Amount by Cox shall fully and finally resolve all claims of any kind or nature of Cox against any of the Debtors, their bankruptcy estates, or any other Defendants, all of which claims shall be deemed specifically waived by Cox.

3. This Court retains exclusive jurisdiction over any matter arising from or related to the implementation, interpretation, and enforcement of this Stipulation and Agreed Order.

Dated: _____, 2025
Houston, Texas

UNITED STATES BANKRUPTCY JUDGE

STIPULATED AND AGREED TO THIS 15th DAY OF JANUARY 2025:

By: /s/ Marcus A. Helt

Marcus A. Helt (Texas Bar #24052187)

MCDERMOTT WILL & EMERY LLP

2501 N. Harwood Street, Suite 1900

Dallas, Texas 75201-1664

Telephone: (214) 295-8000

Facsimile: (972) 232-3098

Email: mhelt@mwe.com

-and-

Felicia Gerber Perlman (admitted *pro hac vice*)

Bradley Thomas Giordano (admitted *pro hac vice*)

Jake Jumbeck (admitted *pro hac vice*)

Carole Wurzelbacher (admitted *pro hac vice*)

Carmen Dingman (admitted *pro hac vice*)

MCDERMOTT WILL & EMERY LLP

444 West Lake Street, Suite 4000

Chicago, Illinois 60606-0029

Telephone: (312) 372-2000

Facsimile: (312) 984-7700

Email: fperlman@mwe.com

bgiordano@mwe.com

jjumbeck@mwe.com

cwurzelbacher@mwe.com

cdingman@mwe.com

-and-

Steven Z. Szanzer (admitted *pro hac vice*)

MCDERMOTT WILL & EMERY LLP

One Vanderbilt Avenue

New York, New York 10017

Telephone: (212) 547-5400

Facsimile: (212) 547-5444

Email: sszanzer@mwe.com

Counsel to the Debtors and Debtors in Possession

ADDITIONAL SIGNATURE FOLLOWS:

By: /s/ Daniel D. Sparks

Daniel D. Sparks

CHRISTIAN & SMALL, LLP

1800 Financial Center

505 North 20th Street

Birmingham, AL 35203

Telephone: (205) 250-6670

Email: ddsparks@csattorneys.com

Counsel to Joseph Cox